	N/CONTRACT/ORDER FO Offeror To Complete Block 12, 17		EMS 1. Requisition	on Number	Pag	ge 1 Of 19	
2. Contract No.	3. Award/Effective Date 4. Order Number		er 5. Solicitation		6. S	6. Solicitation Issue Date	
7. For Solicitation Information Call:	A. Name GREGORY COPELA	AND		e Number (No Co	ollect Calls) 8. C	Offer Due Date/Local Time	
9. Issued By COMMAI AMSEL- FORT 1	Code NDER US ARMY CECOM, ACQ CEN -ACCC-RT-Z MONMOUTH, NJ 07703-5008 COPELAND@MAIL1.MONMOUTH.ARI Code	W15P7T 10. This A Unrest Set As: Smal Hubz 8(A) NAICS: Size Stand	acquisition Is cricted dide: % For I Business one Small Business	11. Delivery For Unless Bloc See Sched X 13a. This Under	Contract Is A Rate DPAS (18 CFR 7	ed Order	
Telephone No. 17. Contractor/Off	eror Code Facili	ity 18a. Payn	nent Will Be Made By	,		Code	
Telephone No. 17b. Check If R	Remittance Is Different And Put S	uch 18b. Subr	nit Invoices To Addr	ess Shown In Bloc	k 18a Unless Block	x Below Is Checked	
19.		20.	See Addendum 21.	22.	23.	24.	
Item No.		upplies/Services	Quantity	Unit	Unit Price	Amount	
	(Use Reverse and/or Attach Ad Appropriation Data	Additional Sheets As Neces				nt (For Govt. Use Only)	
$\overline{}$	n Incorporates By Reference FAI Purchase Order Incorporates Ry				$\overline{}$	re X Are Not Attached.	
27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. F 28. Contractor Is Required To Sign This Document And Return Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Forth Or Otherwise Identified Above And On Any Additional Sheets Subject T Terms And Conditions Specified Herein. 30a. Signature Of Offeror/Contractor			29. Award Of Contract: Ref. Offer Set Dated				
30b. Name And Tit	le Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Co	ntracting Officer	(Type Or Print)	31c. Date Signed	
A 41 ' 115 T	1D 1 4				Ct 1 17 4	140 (P. 1/2002)	

19. Item No.	20. Schedule Of Supplies/S	ervices		21. Quantity	22. Unit		23. Unit Price	24. Amount
32a. Quantity In Column	21 Has Been							
Received Ins	spected Accepted, And Confor	rms To The Contra	act, Ex	ccept As Noted				
32b. Signature Of Autho	rized Government Representative	32c. Date		32d. Printed	Name and	l Title	of Authorized Govern	ment Representative
32e. Mailing Address of Authorized Government Representative				32f. Telephor	ne Numbe	r of Au	ıthorized Government	Representative
				32g. E-Mail o	of Authori	ized Go	overnment Representa	tive
33. Ship Number	34. Voucher Number	35. Amount Veri		36. Payment				37. Check Number
Partial Final		Correct For	•	Complet	e 🗌	Partia	ıl Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By						•
41a. I Certify This Accordance 41b. Signature And Title	int Is Correct And Proper For Paym Of Certifying Officer		42a.	Received By (Print)			
410. Signature And Title	41c. Date	42b.	Received At (1	Location)				
			42c.	Date Rec'd (Y	Y/MM/D	D)	42d. Total Container	rs
		<u> </u>						

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 19
CONTINUATION SHEET	PIIN/SIIN W15P7T-04-R-L807 MOD/A	MD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION
THIS SOLICITATION/CONTRACT WILL BE FIRM FIXED PRICE

THIS EFFORT IS A SOLE SOURCE TO NOVATEL, INCORPORATED

*** END OF NARRATIVE A 001 ***

Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L807 MOD/AMD

Page 3 **of** 19

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 9999-99-9999				
0001	SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV	475	EA	\$	\$
	NOUN: GPS receiver				
	PRON: CQ4C6079CQ PRON AMD: 01 AMS CD: 52809522060				
	CIRCUIT CARD ASSEMBLY, GPS RECEIVER, 12 CHANNEL WITH "B" TYPE HEADER INSTALLED				
	P/N 220-604061-98				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Destination				
	Deliusui az au Paufaurana				
	Deliveries or Performance DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81DJP41560001 W81DJP J 1				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 475 0030				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W81DJP) W4GV USA HQ COMM ELECT CMD				
	USAMC W4GVAA				
	PEO IEW PM JOINT STARS JTT				
	FORT MONMOUTH NJ 07703-5000				

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 4 of 19

APR/1999

Name of Offeror or Contractor:

Regulatory Cite	Title	Date

1 52.7041 CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING

- (a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.
- (b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'
- (c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).
 - (d) Acceptability of alternate commercial packaging is contingent upon:
 - (1) Meeting the requirements of paragraphs a, b and c, above;
 - (2) No increase in size and/or weight;
 - (3) No delay in delivery;
 - (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
 - (5) No increase in packaging charges.
- (e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract______. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

2 52.7043 STANDARD PRACTICE FOR COMMERCIAL PACKAGING

APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19248-2959.

3 52.7047 BAR CODE MARKING OCT/2001

CONTINUATION SHEET	Reference No. of Document Be	Page 5 of 19	
CONTINUATION SHEET	PHN/SHN W15P7T-04-R-L807	MOD/AMD	
Name of Offeror or Contractor:			

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 6 **of** 19

Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-01	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
2	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
3	52.246-02	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL	AUG/1996
		1985)	

CONTINUATION SHEET	Reference No. of Document Bei	Page 7 of 19	
CONTINUATION SHEET	PHN/SHN W15P7T-04-R-L807	MOD/AMD	
Name of Offeror or Contractor:			•
DELIVERIES OR PERFORMANCE			
Regulatory Cite	Title		Date

NOV/1991

1

52.247-34 F.O.B. DESTINATION

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 8 of 19

DEC/1987

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

Regulatory Cite Title 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-OCT/2003 16 Use IF0851 or Alternate

Reserved per FAC 2001-16 OCT 2003

(End of Clause)

PLACE OF PERFORMANCE AND SHIPPING POINT 52.7025

1. The work called for herein will be performed by the contractor at the following location(s):

Location of Final Manufacture: $\underline{-1}$

(City, County, State)

Packaging and Packing: _-2-_

(City, County, State)

Shipping Point (at or near): -3-

(Street Address, City, State, Zip Code)

Producing facilities: -4-

(Owner, Street Address, City, State, Zip Code)

Operator: <u>-5-</u>

(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

<u>-6-</u>

(Street Address, City, State)

- 2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.
- 3. <u>UNCLASSIFIED CONTRACTS</u>. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.
- 4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

```
52.7050
               ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE
                                                                                       MAR/1999
```

Project Designation: _-1-

Initiating Activity: -2-(Item/Project Manager)

Controlled Item Report Requirements: _-3-

Invoice Address: -4-

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 9 of 19

Name of Offeror or Contractor:

Name: <u>-5-</u>

Organization Code: -6-

Telephone Area Code and No.: (732)-7-

DSN/Autovon No.: -8-

b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name: <u>-9-</u>

Address: -10-

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item <u>must</u> be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from <u>only</u> those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

- 4 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999
- (a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).
 - (b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer*

Instructions to other Defense Contract Management Command personnel*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box <u>AMSEL-AC-SP-D@maill.monmouth.army.mil</u>.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

5 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)

NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

CONTINUATION SHEET	Reference No. of Document Bein	Page 10 of 19	
CONTINUATION SHEET	PHIN/SHN W15P7T-04-R-L807	MOD/AMD	

Name of Offeror or Contractor:

https://ecweb.dfas.mil.

 ${\tt Vendor} \ \ {\tt authentication} \ \ {\tt includes} \ \ {\tt user} \ \ {\tt ID} \ \ {\tt and} \ \ {\tt passwords}. \ \ {\tt User} \ \ {\tt Guides} \ \ {\tt are} \ \ {\tt available} \ \ {\tt at}$

http://www.dfas.mil/ecedi/.

Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 11 of 19

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite
1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS OCT/2003
2 52.6115 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APR/1999

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

ADDRESS NO. OF COPIES Commander. 1 US Army CECOM, AMSEL-AC-CC-RT-Z(COP ATTN: Gregory J Copeland Fort Monmouth, NJ 07703-5000 Commander, 1 US Army CECOM, SFAE-IEW&S-DCGSA-JTT ATTN: Hung Le Fort Monmouth, NJ 07703-5000 Commander, N/A US Army CECOM, ATTN: N/A Fort Monmouth, NJ 07703-5000

APPENDIX F

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

3 52.7630 YEAR 2000 COMPLIANCE APR/2001

The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 12 of 19

Name of Offeror or Contractor:

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
3	52.222-26	EQUAL OPPORTUNITY	APR/2002
4	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS	DEC/2001
5	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES	JUN/1998
6	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC/2001
7	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
8	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
9	52.224-01	PRIVACY ACT NOTIFICATION	APR/1984
10	52.224-02	PRIVACY ACT	APR/1984
11	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
12	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
13	52.227-03	PATENT INDEMNITY	APR/1984
14	52.227-09	REFUND OF ROYALTIES	APR/1984
15	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
16	52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	MAY/1999
17	52.243-01	CHANGES - FIXED PRICE	AUG/1987
18	52.243-4	CHANGES	AUG/1987
19	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)MAY2004	MAY/2004
20	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
21	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
22	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
23	252.225-7001	BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM	APR/2003
24	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
25	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
26	252.225-7036	BUY AMERICAN ACT FREE TRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM (JAN04) AND ALTERNATE I (JAN04)	JAN/2004
27	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
28	252.225-7042	***RELOCATED TO SECTION K (KA0085) per DCN 20030331**** AUTHORIZATION TO PERFORM	JUN/1997
29	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
30	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001

- (a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
 - (1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) -1- a substance(s)* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

*The Contractor shall insert the name of the substance(s).

(End of clause)

) Corporate entity (tax-exempt):

() Foreign government;

) Government entity (Federal, State, or local);

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 13 of 19

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS Regulatory Cite _ Title 52.204-3 TAXPAYER IDENTIFICATION OCT/1998 (a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract. (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (d) Taxpayer Identification Number (TIN). () TIN:____) TIN has been applied for.) TIN is not required because:) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; () Offeror is an agency or instrumentality of a foreign government;) Offeror is an agency or instrumentality of a Federal Government; () Other. State basis.___ (e) Type of organization. () Sole proprietorship;) Partnership;) Corporate entity (not tax-exempt):

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Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

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Page 14 of 19

Name	of (Offeror	or C	ontra	ctor:

	() International organization per 26 CFR 1.6049-4;
	() Other
(f)	Commo	on Parent.
	() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
	() Name and TIN of common parent:
	Name	·
	TIN_	
		(End of Provision)

PROCEDURAL NOTE: The Contractor's Tax Identification Number (TIN) should also be included on the respective invoices, receiving report or any other Government documentation authorizing payment for Payment Office tracking purposes.

- 2 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
 The offeror represents that-
- (a) it () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
 - (b) It () has, () has not, -filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
 - 3 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984
- (a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative actions programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

4 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS NOV/1995 (a) Definitions.

As used in this clause--

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
 - (b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries,

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807 MOD/AMD

Page 15 of 19

Name of Offeror or Contractor:

which	50	U.S	.С.	App.	Sec.	2407(a)	prohibits	а	Unites	States	person	from	taking
-------	----	-----	-----	------	------	---------	-----------	---	--------	--------	--------	------	--------

- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

5 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

(a) Definitions.

'Domestic end product', 'foreign end product', 'qualifying country', and 'qualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation.

The Government-

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy american Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin				

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 16 of 19

Name of Offeror or Contractor:

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)

(End of provision)

6 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JAN/2004

As prescribed in 225.1101(9), use the following provision:

BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004)

- (a) Definitions. "Domestic end product," "foreign end product," "Free Trade Agreement country end product," "qualifying country end product," and "United States" have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
 - (1) For all line items subject to the Buy American Act-Free Trade Agreements-Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror shall identify all end products that are not domestic end products.
 - (i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products: (Line Item Number) (Country of Origin)
 - (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products: (Line Item Number) (Country of Origin)
 - (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products.

(<u>Line Item Number</u>) (<u>Country of Origin (If known)</u>)

(End of provision)

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 17 of 19

OCT/2003

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	
1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
2	52.212-1	INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS	JAN/2004
3	52.214-34	SUMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
5	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)

- 6 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS
- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that

Reference No. of Document Being Continued

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Page 18 of 19

Name of Offeror or Contractor:

installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
 - (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202 619-8978).

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-
 - (A) By telephone at (215) 697_2667/2179; or
 - (B) Through the DoDSSP Internet site at http://dodssp.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757

CONTINUATION SHEET	Reference No. of Document Be	Page 19 of 19				
CONTINUATION SHEET	PHN/SHN W15P7T-04-R-L807	MOD/AMD				
Name of Offeror or Contractor:						

(End of Provision)

PIIN/SIIN W15P7T-04-R-L807 MOD/AMD

	SECTION D -	PACKAGING AN	D MARKING					
	ADDED	DS7041	52.7041	01-APR-1999	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING			
	ADDED	DS7043	52.7043	01-APR-1999	STANDARD PRACTICE FOR COMMERCIAL PACKAGING			
	ADDED	DS7047	52.7047	01-OCT-2001	BAR CODE MARKING			
SECTION E - INSPECTION AND ACCEPTANCE								
	ADDED	EF0005	52.246-01	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS			
	ADDED	EF0010	52.246-02	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE			
	ADDED	EF0015	52.246-02	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996) AND ALTERNATE I (JUL 1985)			
	SECTION F -	DELIVERIES O	R PERFORMANCE					
	ADDED	FF0045	52.247-34	01-NOV-1991	F.O.B. DESTINATION			
	SECTION G -	CONTRACT ADM	INISTRATION DATA					
	ADDED	GS7070	252.204-7004	01-OCT-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION (CCR) Reserved per FAC 2001-16 Use IF0851 or Alternate			
	ADDED	GS7025	52.7025	01-DEC-1987	PLACE OF PERFORMANCE AND SHIPPING POINT			
	ADDED	GS7050	52.7050	01-MAR-1999	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE			
	ADDED	GS7055	52.7055	01-JUN-1999	MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL			
	ADDED	GS7080	52.7080	01-NOV-1999	DFAS COLUMBUS WEB INVOICING SYSTEM (WINS)			
	SECTION H -	SPECIAL CONT	RACT REQUIREMENT	S				
	ADDED	HF0100	52.212-4	01-OCT-2003	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS			
	CHANGED	HS6115	52.6115	01-APR-1999	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) DFARS APPENDIX F			
	(a) Addr	esses require	d for special dis	stribution in	accordance with Table 2 and additional distribution requirements not cover			

(a) Addresses required for special distribution in accordance with Table 2 and additional distribution requirements not covered by DOD FARS Appendix F, Tables 1 and 2 are as follows:

NO. OF COPIES

Commander,	1
US Army CECOM,	
AMSEL-AC-CC-RT-Z(COP	
ATTN:Gregory J Copeland	
Fort Monmouth, NJ 07703-5000	
Commander,	1
US Army CECOM,	
SFAE-IEW&S-DCGSA-JTT	
ATTN:Hung Le	
Fort Monmouth, NJ 07703-5000	
Commander,	N/A
US Army CECOM,	
ATTN: N/A	

<u>ADDRESS</u>

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

Fort Monmouth, NJ 07703-5000

(b) These special distribution instructions shall be included in any subcontract hereunder where the items produced by the subcontractor are to be shipped directly to the Government.

PROCEDURAL NOTE: In accordance with FAR 32.905(f), all invoice payments shall be supported by a receiving report or any other Government documentation authorizing payment to include, but not limited to the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date supplies or services were accepted by the designated Government official.
- (6) Signature, or when permitted by agency regulations, electronic equivalent, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

The Department of Defense Activity Address Code (DODAAC) may be used in lieu of the mailing address. E-mail addresses, if possible, shall be added to facilitate communication and the Contractor's Tax Identification Number (TIN) should also be included on the respective invoices for tracking purposes.

DFAS (Payment Office) WILL RETURN TO SENDER ANY RECEIVING REPORTS (INCLUDING DD FORM 250) WHICH DO NOT CONTAIN THE REQUIRED INFORMATION.

ADDED	HS7630	52.7630	01-APR-2001	YEAR 2000 COMPLIANCE
SECTION I	- CONTRACT CL	AUSES		
ADDED	IF0851	52.204-7	01-OCT-2003	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0138	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0163	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
ADDED	IF0171	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA & OTHER ELIGIBLE VETERANS
ADDED	IF0174	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITES
ADDED	IF0175	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
ADDED	IF0193	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF0194	52.223-12	01-MAY-1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
ADDED	IF0195	52.224-01	01-APR-1984	PRIVACY ACT NOTIFICATION
ADDED	IF0198	52.224-02	01-APR-1984	PRIVACY ACT
ADDED	IF0253	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0255	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0257	52.227-03	01-APR-1984	PATENT INDEMNITY
ADDED	IF0267	52.227-09	01-APR-1984	REFUND OF ROYALTIES

PIIN/SIIN W15P7T-04-R-L807

MOD/AMD

ADDED	IF0414	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
ADDED	IF0415	52.232-34	01-MAY-1999	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
ADDED	IF0586	52.243-01	01-AUG-1987	CHANGES - FIXED PRICE
ADDED	IF0602	52.243-4	01-AUG-1987	CHANGES
ADDED	IF0626	52.245-2	01-MAY-2004	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)MAY2004
ADDED	IF0631	52.245-4	01-JUN-2003	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
ADDED	IA0030	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
ADDED	IA0160	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED	IA0165	252.225-7001	01-APR-2003	BUY AMERICAN ACTBALANCE OF PAYMENTS PROGRAM
ADDED	IA0170	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	IA0175	252.225-7005	01-APR-2002	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES
ADDED	IA0119	252.225-7036	01-JAN-2004	BUY AMERICAN ACT FREE TRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM (JAN04) AND ALTERNATE I (JAN04)
ADDED	IA0235	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
ADDED	IA0236	252.225-7042	01-JUN-1997	***RELOCATED TO SECTION K (KA0085) per DCN 20030331**** AUTHORIZATION TO PERFORM
ADDED	IA0300	252.229-7000	01-JUN-1997	INVOICES EXCLUSIVE OF TAXES OR DUTIES
ADDED	IF7121	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
SECTION K	- REPRESENTAT	IONS, CERTIFICAT	IONS, AND OTHE	ER STATEMENTS OF OFFERORS
ADDED	KF7016	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7085	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
ADDED	KF7091	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KA7002	252.212-7000	01-NOV-1995	OFFEROR REPRESENTATIONS AND CERTIFICATIONSCOMMERCIAL ITEMS
ADDED	KA7040	252.225-7000	01-APR-2003	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7060	252.225-7035	01-JAN-2004	BUY AMERICAN ACTFREE TRADE AGREEMENTSBALANCE OF PAYMENTS PROGRAM CERTIFICATE
SECTION L	- INSTRUCTION	S, CONDITIONS, A	ND NOTICES TO	OFFERORS
ADDED	LF0005	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
ADDED	LF0027	52.212-1	01-JAN-2004	INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS
ADDED	LF0113	52.214-34	01-APR-1991	SUMISSION OF OFFERS IN THE ENGLISH LANGUAGE
ADDED	LA0210	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
CHANGED	LF6045	52.216-01	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

PIIN/SIIN W15P7T-04-R-L807 MOD/AMD

(End of Provision)

ADDED LF7027 52.212-1 01-OCT-2003 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS